

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ISAURO ABIGAIL CLEMENTE VASQUEZ, :
Plaintiff, : 18 Civ. 10167 (HBP)
-against- : OPINION
T & W RESTAURANT, INC., et al., : AND ORDER
Defendants. :
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PITMAN, United States Magistrate Judge:

On June 4, 2018, I presided over a settlement conference in this action brought under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. ("FLSA"), that was attended by the parties and their counsel and , at which a settlement was reached. This matter is now before me on the parties' joint application to approve their settlement. All parties have consented to my exercising plenary jurisdiction pursuant to 28 U.S.C. § 636(c).

On July 1, 2019, I issued an Opinion and Order approving the parties' settlement except for the provision prohibiting the re-employment of plaintiff. As noted in that Opinion and Order, such provisions are not permissible in an FLSA settlement. Cruz v. Relay Delivery, Inc., 17 Civ. 7475 (JLC), 18 Civ. 3052 (JLC), 2018 WL 4203720 at *1 (S.D.N.Y. Sept. 4, 2018) (Cott, M.J.) (collecting cases). However, I advised the parties that I

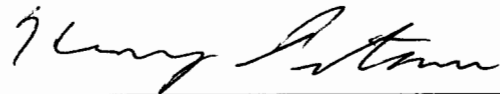
would approve the settlement if they agreed to excise the prohibition against plaintiff's re-employment from the settlement agreement.

By letter dated July 15, 2019 (Docket Item 55), counsel have advised me that the parties have agreed to excise the prohibition against plaintiff's re-employment from the settlement agreement.

Accordingly, the parties settlement is approved. The complaint in this matter is dismissed with prejudice and without costs. The Clerk of the Court is respectfully requested to mark this matter closed.

Dated: New York, New York
July 19, 2019

SO ORDERED

A handwritten signature in cursive script, appearing to read "Henry Pitman", written in dark ink.

HENRY PITMAN
United States Magistrate Judge

Copies transmitted to:

All Counsel